

Filing # 97873787 E-Filed 10/25/2019 11:20:57 AM

IN THE COUNTY COURT OF THE TWENTIETH JUDICIAL CIRCUIT IN AND FOR
COLLIER COUNTY, FLORIDA
CIVIL ACTION

BLC NAPLES, LLC, a Florida limited
liability company,

Plaintiff,

v.

Case No.: _____

HARVEST BIBLE CHAPEL NAPLES,
INC., a Florida not for profit corporation,

Defendant.

/

COMPLAINT FOR EVICTION AND DAMAGES

COMES NOW the Plaintiff, BLC NAPLES, LLC, a Florida limited liability company, ("LANDLORD"), by and through its undersigned counsel, and sues the Defendant, HARVEST BIBLE CHAPEL NAPLES, INC. a Florida not for profit corporation, ("TENANT") and alleges as follows:

COUNT I – TENANT EVICTION

1. This is an action to evict Tenant from commercial property in Collier County, Florida.
2. LANDLORD owns the following described real property in Collier County, Florida: 3805 The Lords Way, Naples, FL 34114 (Parcel ID: 00416560008; ±43.31 acres).
3. TENANT has possession of the property under a written lease agreement ("Lease") with a term beginning on August 15, 2018.
4. A copy of the Lease is attached hereto as Exhibit "A."
5. TENANT has made unauthorized alterations and/or modifications to the building that is the subject of the Lease without obtaining written consent from the LANDLORD and

without obtaining the required Collier County building permits, including but not limited to the installation of interior partition walls and electrical outlets in the building.

6. TENANT'S installation of interior partition walls and electrical outlets without written consent from LANDLORD and without required Collier County building permits constitutes a breach and violation of the Lease by the TENANT, including but not limited to breach and violation of Sections 23, 28, and 42 of the Lease.

7. LANDLORD served TENANT with notice on September 23, 2019, that TENANT was in violation of the Lease to remedy the noncompliance or deliver possession, but TENANT has failed to do either. A copy of notice is attached hereto as Exhibit "B."

8. LANDLORD has engaged the undersigned counsel and is obligated to pay a reasonable fee for services rendered.

9. LANDLORD is entitled to recover its attorney's fees and costs pursuant to Chapter 83, Florida Statutes and the subject Lease. See Exhibit "A."

WHEREFORE, Plaintiff demands judgment for possession of the property and an award of attorney's fees and costs.

COUNT II – DAMAGES

10. This is an action for damages that do not exceed \$15,000.00

11. LANDLORD restates those allegations contained in paragraphs 1-9 above.

12. TENANT violated and breached the Lease by installing building alterations such as but not limited to interior partition walls and electrical outlets without consent of the LANDLORD and without required Collier County building permits.

13. TENANT was served with a fifteen (15) day notice to remedy the noncompliance of the Lease terms or deliver possession, but TENANT ignored LANDLORDS demand. A copy

of the notice is attached hereto as Exhibit "B".

14. As a result of the TENANT'S breach of the Lease and installation of unauthorized building alterations without building permits, LANDLORD has been damaged.

15. LANDLORD is owed by TENANT the costs and expenses of permitting and remediation of the illegal improvements or demolition of the improvements, and for additional damages that become evident upon inspection of the property and after the TENANT is evicted.

16. In addition, TENANT owes LANDLORD minimum monthly rental of \$15,000 per month plus during the holdover tenancy pursuant to Section 25 of the Lease starting as of October 8, 2019, and for additional unpaid rent that accrues after the file date of this complaint.

17. The LANDLORD has engaged the undersigned counsel and is obligated to pay a reasonable fee for services rendered.

18. LANDLORD is entitled to recover its attorney's fees and costs pursuant to Chapter 83, Florida Statutes and the subject Lease.

WHEREFORE, Plaintiff demands judgment for damages, possession of the premises, an injunction prohibiting further unauthorized and unpermitted work in the building, costs and attorneys' fees, and such other relief that the Court deems necessary and appropriate.

TREISER & COLLINS, P.L.

Counsel for Plaintiff

By: Christopher J. Thornton

Christopher J. Thornton, Esquire

Florida Bar No.: 0114936

3080 Tamiami Trail East

Naples, Florida 34112

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Email: primary: cthornton@swflalaw.com

secondary: aboswell@swflalaw.com

Oct 24, 2019

COMMERCIAL LEASE AGREEMENT

THIS LEASE (this "Lease") dated this 15th day of August, 2018

BETWEEN:

BLC Naples, LLC
2828 Tarflower Way Naples, FL 34105
Telephone: (239) 234-5313
(the "Landlord")
OF THE FIRST PART

- AND -

Harvest Bible Chapel Naples, Inc.
2812 Cinnamon Bay Circle Naples FL 34119
Telephone: (239) 250-8250
(the "Tenant")

OF THE SECOND PART

IN CONSIDERATION OF the Landlord leasing certain premises to the Tenant, the Tenant leasing those premises from the Landlord and the mutual benefits and obligations set forth in this Lease, the receipt and sufficiency of which consideration is hereby acknowledged, the Parties to this Lease (the "Parties") agree as follows:

Definitions

1. When used in this Lease, the following expressions will have the meanings indicated:
2. "Additional Rent" means all amounts payable by the Tenant under this Lease except Base Rent, whether or not specifically designated as Additional Rent elsewhere in this Lease;
3. "Building" means all buildings, improvements, equipment, fixtures, property and facilities from time to time located at 3805 The Lord's Way Naples, FL 34114, as from time to time altered, expanded or reduced by the Landlord in its sole discretion;
4. "Common Areas and Facilities" mean: those portions of the Building areas, buildings, improvements, facilities, utilities, equipment and installations in or forming part of the Building which from time to time are not designated or intended by the Landlord to be leased to tenants of the building including, without limitation, exterior weather walls, roofs, entrances and exits, parking areas, driveways, loading docks and area, storage, mechanical and electrical rooms, areas above and below leasable premises and not included within leasable premises, security and alarm equipment, grassed and landscaped areas, retaining walls and maintenance, cleaning and operating equipment serving the Building; and those lands, areas, buildings, improvements, facilities, utilities, equipment and installations which serve or are for the useful benefit of the Building, the tenants of the Building or the Landlord and those having



business with them, whether or not located within, adjacent to or near the Building and which are designated from time to time by the Landlord as part of the Common Areas and Facilities;

5. "Leasable Area" means with respect to any rentable premises, the area expressed in square feet of all floor space including floor space of mezzanines, if any, determined, calculated and certified by the Landlord and measured from the exterior face of all exterior walls, doors and windows, including walls, doors and windows separating the rentable premises from enclosed Common Areas and Facilities, if any, and from the center line of all interior walls separating the rentable premises from adjoining rentable premises. There will be no deduction or exclusion for any space occupied by or used for columns, ducts or other structural elements;
6. "Premises" means the commercial premises at 3805 The Lord's Way Naples, FL 34114, Parcel ID 0041656000.

Leased Premises

7. The Landlord agrees to rent to the Tenant the commercial premises municipally described as 3805 The Lord's Way Naples, FL 34114 (Parcel ID 00416560008, the "Premises"). The Premises are more particularly described as follows: The lease shall include all buildings and property owned by BLC Naples, LLC at 3805 The Lord's Way Naples FL 34114 and includes all existing furnishings at the time of this signing.
8. The Premises will be used for only the following permitted use (the "Permitted Use"):
9. The premises are to be used exclusively for the operation and advancement of the Lord's work through the ministry of Harvest Bible Chapel Naples Inc. No portion of the property may be subleased without the express written consent of the landlord.
10. Neither the Premises nor any part of the Premises will be used at any time during the term of this lease by Tenant for any purpose other than the Permitted Use.
11. While the Tenant, or an assignee or subtenant approved by the Landlord, is using and occupying the Premises for the Permitted Use and is not in default under the Lease, the Landlord agrees not to Lease space in the Building to any tenant who will be conducting in such premises as its principal business, the services of: The premises are to be used exclusively for the operation and advancement of the Lord's work through the ministry of Harvest Bible Chapel of Naples, Inc. No portion of the property may be subleased without the express written consent of the landlord.
12. No pets or animals are allowed to be kept in or about the Premises or in any common areas in the building containing the Premises without the prior written permission of the Landlord. Upon thirty (30) days' notice, the Landlord may revoke any consent previously given under this clause.
13. Subject to the provisions of this Lease, the Tenant is entitled to the use of parking (the 'Parking') on or about the Premises. Only properly insured motor vehicles may be parked in the Tenant's space.
14. The term of the Lease commences at 12:00 noon on August 15, 2018 and ends at 12:00 noon on August 15, 2021.

Term

Early Termination by Landlord

15. Notwithstanding anything else herein, the lease may be terminated at the option of the Landlord upon giving six (6) months written notice to Tenant

Early Termination by Tenant

16. Notwithstanding anything else herein, the lease may be terminated at the option of the Tenant at any time prior to the natural expiration of the lease.

Overholding

17. Should the Tenant remain in possession of the Premises with the consent of the Landlord after the natural expiration of this Lease, a new tenancy from month to month will be created between the Landlord and the Tenant which will be subject to all the terms and conditions of this Lease but will be terminable upon either party giving one month's notice to the other part.

Rent

18. Subject to the provisions of this Lease, the Tenant will pay a base rent of \$10 (*ten US dollars*) per year, payable annually, for the Premises (the "Base Rent").

Operating Costs

19. All-typical operational costs of the property including electricity, water, maintenance, landscaping, and property taxes will be paid by landlord.
20. The Tenant will pay to the lawful taxing authorities, or to the Landlord, as it may direct, as and when the same become due and payable, all taxes, rates, use fees, duties, assessments and other charges that are levied, rated, charged or assessed against or in respect of all improvements, equipment and facilities of the Tenant on or in default by the Tenant and in respect of any business carried on in the Premises or in respect of the use or occupancy of the Premises by the Tenant and every subtenant, licensee, concessionaire or other person doing business on or from the Premises or occupying any portion of the Premises. Landlord will be responsible for property taxes, if any.
21. For any rent review negotiation, the basic rent will be calculated as being the higher of the Base Rent payable immediately before the date of review and the Open Market Rent on the date of review.

Use and Occupation

22. The Tenant will use and occupy the Premises only for the Permitted Use and for no other purpose whatsoever. The Tenant will carry on business under the name of Harvest Bible Chapel of Naples and will not change such name without the prior written consent of the Landlord, such consent not to be unreasonably withheld. The Tenant will open the whole of the Premises for business to the public fully fixtured, stocked and staffed on the date of commencement of the lease term and throughout the lease term, will continuously occupy and utilize the entire Premises in the active conduct of its business in a reputable manner.
23. The Tenant covenants that the Tenant will carry on and conduct its business from time to time carried on upon the Premises in such manner as to comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority and will not do anything on or in the Premises in contravention of any of them.

Quiet Enjoyment

24. The Landlord covenants that on paying the Rent and performing the covenants contained in this Lease, the Tenant will peacefully and quietly have, hold, and enjoy the Premises for the agreed term.

Overholding

25. If the Tenant continues to occupy the Premises without the written consent of the Landlord after the expiration or other termination of the term, then, without any further written agreement, the Tenant will be a month-to-month tenant at a minimum monthly rental equal to \$15,000 and subject always to all of the other provisions of this Lease insofar as the same are applicable to a month-to-month tenancy and a tenancy from year to year will not be created by implication of law.

Additional Rights on Reentry

26. If the Landlord reenters the Premises or terminates this Lease, then notwithstanding any such termination or the term thereby becoming forfeited and void, then

- a. The provisions of this Lease relating to the consequences of termination will survive;
- b. the Landlord may use such reasonable force as it may deem necessary for the purpose of gaining admittance to and retaking possession of the Premises and the Tenant hereby releases the Landlord from all actions, proceedings, claims and demands whatsoever for and in respect of any such forcible entry or any loss or damage in connection therewith or consequential thereupon;
- c. the Landlord may expel and remove, forcibly, if necessary, the Tenant, those claiming under the Tenant and their effects, as allowed by law, without being taken or deemed to be guilty of any manner of trespass;
- d. in the event that the Landlord has removed the property of the Tenant, the Landlord may store such property in a public warehouse or at a place selected by the Landlord, at the expense of the Tenant. If the Landlord feels that it is not worth storing such property given its value and the cost to store it, then the Landlord may dispose of such property in its sole discretion and use such funds, if any, towards any indebtedness of the Tenant to the Landlord. The Landlord will not be responsible to the Tenant for the disposal of such property other than to provide any balance of the proceeds to the Tenant after paying any storage costs and any amounts owed by the Tenant to the Landlord;
- e. the Landlord may relet the Premises or any part of the Premises for a term or terms which may be less or greater than the balance of the term of this Lease remaining and may grant reasonable concessions in connection with such reletting including any alterations and improvements to the Premises.
- f. the Tenant will pay to the Landlord on demand:
 1. all rent, Additional Rent and other amounts payable under this Lease up to the time of reentry or termination, whichever is later;

2. reasonable expenses as the Landlord incurs or has incurred in connection with the reentering, terminating, relating, collecting sums due or payable by the Tenant, realizing upon assets seized: including without limitation, brokerage, fees and expenses and legal fees and disbursements and the expenses of keeping the Premises in good order, repairing the same and preparing them for reletting: and as liquidated damages for the loss of rent and other income of the Landlord expected to be derived from this Lease during the period which would have constituted the unexpired portion of the term had it not been terminated, at the option of the Landlord, either: an amount determined by reducing to present worth at an assumed interest rate of six percent (6%) per annum all Base Rent and estimated Additional Rent to become payable during the period which would have constituted the unexpired portion of the term, such determination to be made by the Landlord, who may make reasonable estimates of when any such other amounts would have become payable and may make such other assumptions of the facts as may be reasonable in the circumstances; or an amount equal to the Base Rent and estimated Additional Rent for a period of six (6) months.
27. Tenant acknowledges that it inspected the premises, including the grounds and all buildings and improvements, and that they are, at the time of the execution of this Lease, in good order, good repair, safe, clean, and tenantable condition.
- Tenant Improvements**
28. The Tenant will obtain written permission from the Landlord before doing any of the following:
- painting, wallpapering, redecorating or in any way significantly altering the appearance of the Premises;
 - removing or adding walls, or performing any structural alterations;
 - installing a waterbed(s);
 - changing the amount of heat or power normally used on the Premises as well as installing additional electrical wiring or heating units.
 - placing or exposing or allowing to be placed or exposed anywhere inside or outside the Premises any placard, notice or sign for advertising or any other purpose; or affixing to or erecting upon or near the Premises any radio or TV antenna or tower.

- Insurance**
29. The Tenant is hereby advised and understands that the personal property of the Tenant is not insured by the Landlord for either damage or loss, and the Landlord assumes no liability for any such loss. The Tenant is advised that, if insurance coverage is desired by the Tenant, the Tenant should inquire of Tenant's insurance agent regarding a Tenant's Policy of Insurance.
30. The Tenant is responsible for insuring the Landlord's contents and furnishings in or about the Premises for either damage and loss for the benefit of the Landlord.

31. The Tenant is not responsible for insuring the Premises for either damage and loss to the structure, mechanical or improvements to the Building on the Premises, and the Tenant assumes no liability for any such loss.
32. Tenant is responsible for insuring the Premises for liability insurance for the benefit of the Tenant and the Landlord.
33. The Tenant will provide proof of such insurance to the Landlord upon the issuance or renewal of such insurance.

Attorney Fees

34. All costs, expenses and expenditures including and without limitation, complete legal costs incurred by the Landlord on a solicitor/client basis as a result of unlawful detainer of the Premises, the recovery of any rent due under the Lease, or any breach by the Tenant of any other condition contained in the Lease, will forthwith upon demand be paid by the Tenant as Additional Rent. All rents including the Base Rent and Additional Rent will bear interest at the rate of Six (6%) per cent per annum from the due date until paid.

Governing Law

35. It is the intention of the Parties to this Lease that the tenancy created by this Lease and the performance under this Lease, and all suits and special proceedings under this Lease, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Florida, without regard to the jurisdiction in which any action or special proceeding may be instituted.

Severability

36. If there is a conflict between any provision of this Lease and the applicable legislation of the State of Florida (the 'Act'), the Act will prevail and such provisions of the Lease will be amended or deleted as necessary in order to comply with the Act. Further, any provisions that are required by the Act are incorporated into this Lease.

Assignment and Subletting

37. The Tenant will not assign this Lease, or sublet or grant any concession or license to use the Premises or any part of the Premises. An assignment, subletting, concession, or license, whether by operation of law or otherwise, will be void and will, at Landlord's option, terminate this Lease.
38. The Tenant will promptly notify the Landlord of any damage, or of any situation that may significantly interfere with the normal use of the Premises.
39. Vehicles which the Landlord reasonably considers unsightly, noisy, dangerous, improperly insured, inoperable or unlicensed are not permitted in the Tenant's parking stall(s), and such vehicles may be towed away at the Tenant's expense. Parking facilities are provided at the Tenant's own risk. The Tenant is required to park in only the space allotted to them.

40. The Tenant will not make (or allow to be made) any noise or nuisance which, in the reasonable opinion of the Landlord, disturbs the comfort or convenience of other tenants.
41. The Tenant will not engage in any illegal trade or activity on or about the Premises.
42. The Landlord and Tenant will comply with standards of health, sanitation, fire, housing and safety as required by law.

Surrender of Premises

43. At the expiration of the lease term, the Tenant will quit and surrender the Premises in as good a state and condition as they were at the commencement of this Lease, reasonable use and wear and damages by the elements excepted.

Hazardous Materials

44. The Tenant will not keep or have on the Premises any article or thing of a dangerous, flammable, or explosive character that might unreasonably increase the danger of fire on the Premises or that might be considered hazardous by any responsible insurance company.

Rules and Regulations

45. The Tenant will obey all rules and regulations posted by the Landlord regarding the use and care of the Building, parking lot, laundry room and other common facilities that are provided for the use of the Tenant in and around the Building on the Premises.

General Provisions

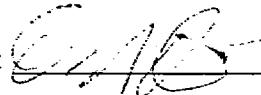
46. Any waiver by the Landlord of any failure by the Tenant to perform or observe the provisions of this Lease will not operate as a waiver of the Landlord's rights under this Lease in respect of any subsequent defaults, breaches or nonperformance and will not defeat or affect in any way the Landlord's rights in respect of any subsequent default or breach.
47. This Lease will extend to and be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns, as the case may be, of each party to this Lease. All covenants are to be construed as conditions of this Lease.
48. All sums payable by the Tenant to the Landlord pursuant to any provision of this Lease will be deemed to be Additional Rent and will be recovered by the Landlord as rental arrears.
49. Where there is more than one Tenant executing this Lease, all Tenants are jointly and severally liable for each other's acts, omissions and liabilities pursuant to this Lease.
50. All parties expressly agree and understand that any recovery for liability arising out of this Agreement shall never be satisfied through the personal assets, personal property or personal holdings of any party to this agreement, nor their officers, agents or employees, but instead through the equitable remedies provided at law, including but not limited to, actual control and possession of the Premises and any personal property found within."
51. **Landlords Right of Entry.** Tenant shall permit Landlord and its Agents to enter the Premises at all reasonable times following reasonable notice (except in an emergency) to inspect, Maintain, or make

Alterations to the Premises or Property, to exhibit the Premises for the purpose of sale or financing, and to exhibit the Premises to any prospective tenant or purchaser. Landlord will make reasonable efforts not to inconvenience Tenant in exercising such rights, but Landlord shall not be liable for any interference with Tenants occupancy resulting from Landlords entry.

52. IN WITNESS WHEREOF the Parties to this Lease have duly affixed their signatures under hand and seal, or by a duly authorized officer under seal, on this 15th day of August, 2018.


(Witness)

BLC Naples, LLC (Landlord)

Per:  (SEAL)


(Witness)

Harvest Bible Chapel of Naples, Inc. (Tenant)

Per:  (SEAL)

3080 Tamiami Trail East
Naples, Florida 34112
Telephone (239) 649-4900
Fax (239) 649-0823
Internet: www.swflalaw.com



Richard M. Treiser
Thomas A. Collins, II ■
Robert A. DeMarco *
Christopher J. Thornton
Thad D. Kirkpatrick

Richard A. Shapack ♦
Of Counsel

September 19, 2019

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
AND VIA REGULAR US MAIL
AND VIA E-MAIL TO: Michaelckennell@yahoo.com

Harvest Bible Chapel Naples, Inc.
c/o Michael Kennell, Registered Agent
2149 Frangipani Circle #202
Naples, FL 34120

**NOTICE FROM LANDLORD TO TENANT
NOTICE OF EARLY TERMINATION
NOTICE OF NONCOMPLIANCE OTHER THAN FAILURE TO PAY RENT**

To Whom It May Concern:

On behalf of our client, BLC Naples, LLC, a Florida limited liability company, as the owner and Landlord under the Commercial Lease Agreement dated on or about August 15, 2018 with Harvest Bible Chapel Naples, Inc. as Tenant, for the premises located at 3805 The Lord's Way, Naples FL 34114 (the "Lease"), and in accordance with Section 15 of the Lease, enclosed please find a copy of the letter from Landlord to Tenant dated September 10, 2019 giving notice of early termination. This will confirm the Landlord's election to terminate the lease as of 6 months from September 10, 2019. Therefore, the lease will be terminated as of March 10, 2020.

You are further notified under Section 83.20(3), Florida Statutes, that you are not complying with your Lease in that interior partition walls and an electrical outlet have been installed in the building without the Landlord's written permission and without required Collier County building permits. Photos of the installation are cut and pasted herein as photos 1-4. Section 23 of the Lease requires the Tenant to "comply with all statutes, bylaws, rules and regulations of any federal, provincial, municipal or other competent authority" and Section 42 requires the Tenant to "comply with the standards of health, sanitation, fire, housing and safety as required by law", and these building alterations without building permits violate the law and Sections 23 and 42 of the Lease. In addition, Section 28 of the Lease provides that written permission from the Landlord is required before Tenant does any "removing or adding walls," or "installing additional electrical wiring" and these installations of walls and electrical wiring with an electrical outlet were performed without any permission from the Landlord. Demand is hereby made that you remedy the noncompliance within fifteen (15) days of receipt of this notice or your lease shall be deemed terminated and you shall vacate the premises upon such termination.

Also admitted in: * Connecticut ■ Kentucky ♦ Michigan



September 19, 2019
Page 2 of 2

The remedy shall be proper permitting of all building alterations through Collier County, or demolition of same with proper demolition permits from Collier County and return of the building to the previous condition. If this same conduct or conduct of a similar nature is repeated within twelve months, your tenancy is subject to termination without your being given an opportunity to cure the noncompliance.

Please govern yourself accordingly.

Very truly yours,
TREISER & COLLINS, P.L.



Christopher J. Thornton, Esquire
For the firm
E-mail: c thornton@swflalaw.com

cc: Client

Photo 1 – New Electrical Outlet

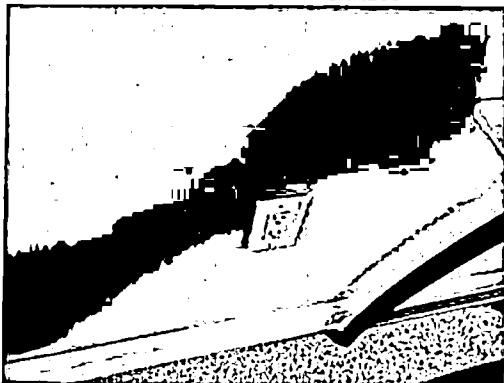


Photo 2 – New Partition Walls



Photo 3 – New Partition Walls

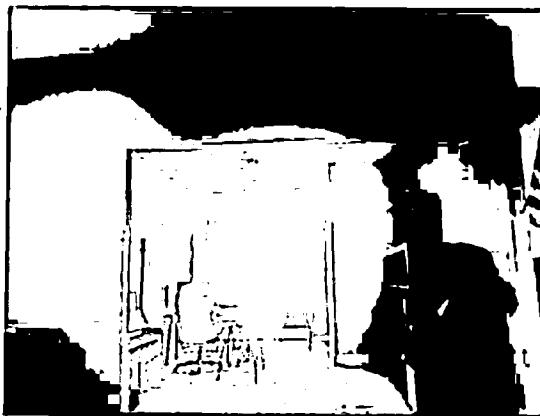


Photo 4 – New Partition Walls



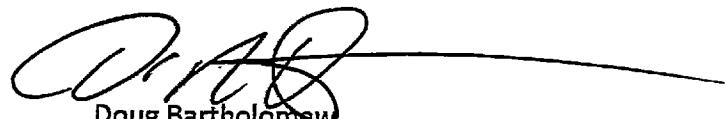
September 10, 2019

Michael Kennel
Secretary
Harvest Bible Chapel Naples
2149 Frangipani Circle
#202
Naples, FL 34120
michaelckennell@yahoo.com

Notice of Early Termination and Default

Pursuant to paragraph 15 of the Commercial Lease Agreement dated August 15 2018, notice is hereby given that Landlord exercises its right to terminate the lease upon six months' notice from the date of this notice.

Tenant is also in default due to violations of paragraphs 28b (unapproved structural changes) and 23 (contravention of municipal codes) and is subject to immediate eviction if these defaults are not cured immediately.



Doug Bartholomew
Manager
BLC Naples LLC